

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**STATEMENT OF WORK**

**1.0 SCOPE.** This requirement is for the overhaul and/or overhaul modification of the components listed in the Schedule. The components are utilized on the U.S. Coast Guard (USCG) HH-65 Dauphin, aircraft fleet. Work under this contract shall be performed at the contractor's facility or USCG-approved subcontractor facility.

**2.0 MAJOR TASKS.** The contractor shall provide all necessary parts, materials, labor, tooling, test equipment and facilities to evaluate, rework/modify and test components at the firm-fixed prices listed in the Schedule.

**2.1 Overhaul.** Non-RFI components shall be overhauled and returned to a zero time since overhaul unit in RFI condition in accordance with the original equipment manufacturer (OEM) minimum functional performance specifications. See paragraph 4.2.1.1 of the Statement of Work (SOW).

**2.2 Modify.** Components shall be overhauled/modified as specified in the Schedule or in individual delivery orders issued against the contract. See paragraph 4.2.3 of the SOW

**2.3 Technical Support Services.** The contractor shall provide technical support services to resolve technical, maintenance, reliability, and other product support issues as specified in paragraph 4.2.4 of the SOW.

**2.4 Product Improvement/Engineering Change Proposals.** Product Improvement/Engineering Change Proposals may be incorporated as specified in paragraph 4.2.5 of the SOW.

**3.0 APPLICABLE DOCUMENTS.**

**3.1 Government Documents.** None

**3.2 Industry Documents.**

3.2.1 Original Equipment Manufacturer (OEM) Component Maintenance Manuals (CMM) and other applicable technical specifications applicable to the rework and/or modification of the components set forth in the Schedule.

**3.3 Order of Precedence.** In the event of conflicts between OEM specifications and procedures and USCG specifications and procedures, the order of precedence is as follows:

3.3.1 USCG specifications and procedures.

3.3.2 OEM specifications and procedures.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**STATEMENT OF WORK**

**4.0 REQUIREMENTS**

**4.1 General.**

4.1.1 The contractor shall provide all parts, material, labor, tooling, test equipment and facilities needed to evaluate, rework/modify components at the firm-fixed prices specified. The USCG reserves the right to waive any specifications.

4.1.2 The contractor shall maintain Federal Aviation Administration (FAA) certification for rework of components identified in the Schedule for the entire duration of this contract. The contractor shall provide immediate notification to the Contracting Officer upon loss of required FAA certification.

4.1.3 The contractor must have access to parts and applicable specifications needed to rework/modify components in accordance with the OEM's current specifications and procedures.

4.1.4 The Government reserves the right to review and modify all inspection, rework/modification and test procedures to make them more suitable to the USCG environment. The contractor shall provide written notification to the Contracting Officer no later than fifteen (15) working days following changes to applicable OEM specifications and procedures. In the event the USCG wishes to incorporate any such change into the contract, a written contract modification will be issued.

**4.2 MAJOR TASKS.**

**4.2.1 Rework.**

4.2.1.1 Components shall be overhauled to a zero Time-Since Overhaul (TSO) condition in accordance with the applicable chapters of the OEM's overhaul manual. A DD Form 1577-2, Unserviceable (Reparable) Tag-Material, or CG-1577-A (11-90), Unsatisfactory Report Tag, will be attached to each non-RFI item describing faults. The contractor shall perform an inspection and correct deficiencies found. This shall include, but is not limited to, replacement of missing or broken parts and the removal of any foreign matter or corrosion. In no case shall the price on the order be exceeded without written authorization from the Contracting Officer.

4.2.1.2 During inspection and functional test, the presence of corrosion in a component shall constitute reason for a more thorough disassembly and inspection. Should corrosion be found, disassembly shall be made to the extent necessary to remove corrosion or replace the part, or parts, affected. Corroded parts shall be replaced, except in those cases where removal of corrosion from a part will not impair efficiency or safe operation of the part. Corrosion removal and treatment of affected areas will be accomplished in accordance with manufacturer's specifications. If not addressed in the manufacturer's specifications, the contractor shall utilize best commercial practices.

4.2.1.3 Parts of a component found to be in a serviceable condition as a result of inspection and functional testing shall be reused. Parts found to be defective shall be replaced with parts meeting the manufacturer's specifications and drawings. Replacement parts shall be new.

4.2.1.4 The contractor shall submit a failure data report for each reworked component. This report shall include National Stock Number (NSN), part number (P/N), serial number (S/N), nomenclature, date of rework, contract number, delivery order number, line items number, description of the reworked failure, the Coast Guard's reported failure, a listing of parts reworked, and a listing of parts replaced. The contractor's in-house work order may be used to satisfy this requirement if it includes the information requested above. This report shall be attached to the packing slip and shipped with the reworked component.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**STATEMENT OF WORK**

4.2.1.5 The contractor shall make every effort to develop a overhaul procedure for component parts when none exists. The contractor shall submit the procedure and proposed price breakdown to the USCG for review and approval prior to implementation. The contractor may be required to coordinate changes with the OEM.

4.2.1.6 If, after visual and functional inspections, an item is found to meet manufacturer's minimum performance specifications, the contractor will be allowed the firm fixed price for test and evaluation. The contractor shall prepare a failure data report in these instances, indicating the USCG's reported failure. This report shall be included with the returned component. A copy shall be attached to the invoice.

**4.2.2 Reserved**

**4.2.3 MODIFY** – Brake, Wheel MLG, P/N 5003647-2 requires overhaul/modification to P/N 5003647-3. Documentation requirements specified for reworked components also apply to modified components.

**4.2.4 TECHNICAL SUPPORT SERVICES.**

4.2.4.1 Upon receipt of a request for quote for a specific task, the contractor shall prepare and submit a proposal to the Contracting Officer. This proposal shall include a breakdown of hours, materials and other costs associated with performance of the task. The labor rate in the Schedule for technical support services will apply. Specific deliverables will be identified on individual delivery orders.

4.2.4.2 The contractor shall provide up to 10 man-hours per quarter of technical support labor at no additional cost to the Government. In the event that a requested task cannot be completed within 10 man-hours per quarter, the contractor shall immediately notify the Contracting Officer that the task cannot be completed within the allotted timeframe and provide a preliminary estimate of the time and costs required for completion.

**4.2.5 PRODUCT IMPROVEMENTS/ENGINEERING CHANGES.** The contractor may develop designs and/or processes that will improve the reliability, maintainability, or operational performance of the components being reworked. These may be provided to the Contracting Officer for consideration and approval. A proposal shall also be provided that reflects an incremental charge to be assessed each time the PIP/ECP is incorporated into the component. The proposal shall include a breakdown of labor hours, material, and other costs. The labor rate will be as specified in the Schedule. Upon agreement of the price for incorporation of the change, the Contracting Officer will issue a modification to the contract to authorize and incorporate pricing for the change. The contractor shall not incorporate proposed product improvements or engineering changes prior to receipt of written authorization from the Contracting Officer.

**4.2.6 DOCUMENTATION REQUIREMENTS.**

**4.2.6.1** The Contractor shall provide Failure Data Reports as specified in paragraphs 4.2.1.4 and 4.2.1.6 of the SOW.

**4.2.6.2** Reserved.

**4.2.6.3** Reserved.

**4.2.6.4** The Contractor shall provide two copies of all service bulletins to the Contracting Officer within 10 calendar days of receipt. The Contracting Officer will notify the contractor in writing when incorporation of mandatory or optional service bulletins is required. Within 30 calendar days following receipt of notification from the Contracting Officer, the contractor shall submit a detailed proposal for incorporation of service bulletin(s). This proposal shall include a listing of replacement parts and/or materials required, the time needed to effect the modification, an estimated price breakdown of each part and the number of labor hours required. The USCG will normally incorporate all mandatory service bulletins. The labor rate will be as specified in the Schedule.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**STATEMENT OF WORK**

**4.2.6.5** Within 60 calendar days following contract award, the Contractor shall provide an updated copy of all applicable OEM-approved component maintenance manuals (CMMs) for components listed in the Schedule. The CMMs shall reflect the latest procedures used in the rework and/or modification of components. If the contractor determines that current procedures detailed in the CMM should be changed, two copies of recommended changes shall be submitted to the USCG for review and approval. The contractor shall continuously update all applicable CMMs during the life of the contract.

**4.2.6.6** The Contractor shall submit Component Maintenance Manual revisions to the USCG within 60 calendar days of receipt.

**4.2.6.7** The Contractor shall submit summary listings of all replacement parts utilized in the rework, overhaul and/or modification of each component. The replacement parts listing shall include the contract number, delivery order number, contractor's work order number, component serial number, nomenclature, replacement parts listed in numerical order and quantity of each used. This listing shall be submitted electronically (either floppy disk or CD-ROM) annually to Aviation Logistics Center (ALC), ATTN: Short Range Recovery (SRR) Product Line, M/F: Contract HSCG38 \_\_\_\_\_, Elizabeth City, NC 27909-5001.

**4.2.6.8** The contractor shall provide Subcontracting Reports in accordance with Federal Acquisition Regulation (FAR) Clause 52.219-9.

**4.3 RESERVED**

**4.4 PRICING EXCLUSIONS - UNUSUAL DAMAGE.**

**4.4.1** Prices do not include components that have been cannibalized or that are severely damaged due to mishandling, water immersion, or crash damage. Because the HH-65 helicopter is used primarily around salt water at low altitude for search and rescue missions, corrosion is to be anticipated and is considered "normal" for the aircraft. Corrosion does not constitute unusual damage.

**4.4.2** If the Contractor considers a component to be a candidate for exclusion, the Contracting Officer shall be notified within 15 days of receipt of the component. Verbal notification to the Contracting Officer shall be confirmed in writing. This notification shall include:

- Identification of the reason for a pricing exclusion (such as "cannibalized parts");
- A proposal and price breakdown for rework and/or modification of the component.

**4.4.3** The Contractor's delivery obligation for the component shall be suspended as of the date of notice to the Contracting Officer. The Contracting Officer will make a unilateral written determination (subject to the Disputes Clause, FAR 52.233-1), within 30 days of written notice, as to exclusion validity. The Government retains the right to unilaterally set the price for exclusion items in the event an agreement on price cannot be reached. The Contractor's delivery obligation shall resume upon receipt of the Contracting Officer's determination.

**4.4.4** The Government will not be liable for any amount expended by the Contractor in excess of the applicable firm fixed price reflected in the schedule unless prior written authorization has been given by the Contracting Officer.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**STATEMENT OF WORK**

**5.0 QUALITY ASSURANCE PROVISIONS.**

**5.1 Responsibility for Inspections and Tests.** The Contractor shall establish an inspection system in accordance with Federal Aviation Administration procedures for all components. The USCG reserves the right to review the Contractor operation and/or facilities at any time during the period of the contract.

**5.2 Inspections.** After overhaul and/or overhaul/modification is complete, each component shall be inspected/checked in accordance with CMM procedures unless otherwise specified in the contract or in individual delivery orders.

**5.3 Testing.** No deviations from test requirements are authorized.

**5.4 Preliminary Inspection.** All parts reworked/modified under the provisions of this contract must be airworthy and suitable for installation on USCG aircraft. Each returned component shall be tagged with a DD Form 1574 Serviceable Condition Code Tag, completed in its entirety. The Contractor shall furnish a Certificate of Airworthiness in accordance with FAA procedures and a Certificate of Conformance in accordance with FAR Clause 52.246-15 for all components. These forms shall be packaged with each component and copies shall be included with the invoice. FAILURE TO SUBMIT THE APPROPRIATE CERTIFICATES SHALL CONSTITUTE AN IMPROPER INVOICE AND WILL RESULT IN NONPAYMENT.

**5.5 Final Inspection and Acceptance.** Final inspection and acceptance of material under this contract shall be performed at destination by local Quality Assurance personnel and will consist of count, condition and verification that all required documentation has been provided. ALC considers components RFI upon acceptance. Components determined to be non-RFI upon installation may be returned to the Contractor with a Quality Deficiency Report for rework at no additional cost to the USCG.

**6.0 SPECIAL INSTRUCTIONS.**

**6.1 Aircraft on Ground (AOG) Situations.** Upon notification from the USCG that an AOG situation exists, the Contractor shall make every effort to expedite the repair and/or modification and initiate shipment within seven (7) calendar days or less. Material shall be shipped by the fastest traceable means, e.g. Air Freight "next day delivery". The shipping container shall be marked on the outside in highly visible lettering "A.O.G." At the time the Contractor is notified of an AOG requirement, the Contractor shall advise the Contracting Officer if there are additional shipping charges. The Contracting Officer will provide special shipping instructions and authorization for reimbursement in these instances.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**ADDITIONAL TERMS AND CONDITIONS**

**1.0 PERIOD OF PERFORMANCE.** The period of contract performance includes a one-year base period and, if exercised, four one-year option periods.

**2.0 PLACE OF PERFORMANCE.** The Government will ship components, freight prepaid, to the contractor's facility within the United States (except Alaska and Hawaii) to the location specified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City, County, State, Zip Code)

In the event that the Contractor's facility is located outside the contiguous states, the District of Columbia or Canada, the f.o.b. point for Government delivery of Government-furnished property shall be a location in the United States (excluding Alaska and Hawaii) specified by the Contractor below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City, County, State, Zip Code)

**3.0 CONTRACTOR VERIFICATION OF RECEIPT OF COMPONENTS.** Within five (5) calendar days following receipt of component(s), the contractor shall provide written notification of the following to the Contracting Officer:

- (a) date of receipt of component(s);
- (b) confirmation of serial number(s) received; and
- (c) applicable delivery order and line item number

Notification via facsimile is acceptable. FAX: (252) 334-5240

**4.0 F.O.B. POINT.** The f.o.b. point for shipments under this contract is f.o.b. destination. Prices in the Schedule include all applicable customs, duties, taxes, and shipping charges.

**5.0 DELIVERY SCHEDULE.** NOTE: Early deliveries are desired and acceptable.

**5.1 GOVERNMENT REQUIRED DELIVERY:**

Line items 1, 3, 5, 7 and respective option line items - No later than (NLT) **60 calendar days** after receipt of delivery order and component.

Line items 8-11 and respective option line items - to be determined on individual delivery orders as required utilizing the labor rate shown in the applicable line item.

Line Item 12 and respective option line items – NLT 10 calendar days after receipt

Line item 13 and respective option line items - Include one copy with component and attach one copy to invoice.

Line item 16 and respective option line items – Due annually on 30 October for the 12-month period ending 30 September for each year of contract performance.

Line item 17 and respective option line items – Due 30 April for the semi-annual period ending 31 March and due 30 October for the semi-annual period ending 30 September for each calendar period of contract performance. A final report is due at contract completion.

Line item 18 and respective option line items – Due annually on 30 October for the 12-month period ending 30 September for each year of contract performance.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (OCT 2008)**

**ADDITIONAL TERMS AND CONDITIONS**

**5.2 LIQUIDATED DAMAGES.**

In the event the contractor fails to meet the contractual delivery schedule, the Contracting Officer may unilaterally assess liquidated damages based on the delivery order price for the specific component. Liquidated damages will be assessed against the contractor in the amount of 1.0% of the rework price per calendar day for days 61-90 and 2.0% of the rework price per calendar day for days above 91. For any specific component, the maximum liquidated damages shall be 100% of the total line item price.

**5.3 PACKAGING, PRESERVATION AND PACKING.**

Each item shall be individually preserved, packaged, and packed in accordance with best commercial practices.

**5.4 MARKING INSTRUCTIONS.**

Each individual shipping container shall be legibly stenciled in 1/2-inch (minimum) letters on the outside with the following information:

Nomenclature (model or type and item name)  
Serial number  
National Stock Number  
Contract number  
Delivery Order/Item number  
Consignee's name and address

**5.5 SHIPPING INSTRUCTIONS.**

Deliverable items shall be shipped to the following address:

USCG Aviation Logistics Center (ALC)  
Receiving Section, Building 63  
Elizabeth City, NC 27909-5001

Mark For: Contract No. \_\_\_\_\_  
(To be determined at time of award)  
Delivery Order No. (assigned upon issuance)

Documents, reports and correspondence shall be submitted to the following address:

USCG Aviation Logistics Center (ALC)  
Short Range Recovery (SRR) Product Line  
Elizabeth City, NC 27909-5001

Mark For: Contract No. \_\_\_\_\_  
(To be determined at time of award)

**ADDITIONAL TERMS AND CONDITIONS**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES/PROVISIONS**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990
52.216-18	ORDERING para (a) - date of contract award through one-year from date of contract award for the basic period and for options, effective date of option exercise through one-year from effective date of option exercise.	OCT 1995
52.216-19	ORDER LIMITATIONS para (a) one (1) each for any line item (b)(1) The total estimated contract line item quantity (2) 50% of estimated contract quantity (3) 30 days (d) 15 calendar days	OCT 1995
52.216-22	REQUIREMENTS para (d) 30 March 2014	OCT 1995
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT para (a) 30 calendar days prior to contract expiration (c) 5 years	MAR 2000
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001



**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (SEPT 2005)**

**ADDITIONAL TERMS AND CONDITIONS**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES/PROVISIONS**

52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR 30 Sept 2009 30 Sept 2009	APR 1984
52.233-1	DISPUTES	JUL 2002
52.242-13	BANKRUPTCY	JUL 1995
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004

**5.7 HOMELAND SECURITY ACQUISITION REGULATION CLAUSES INCORPORATED BY  
REFERENCE**

3052.219-70	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING	DEC 2003
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**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (FEB 2007)**

**ADDITIONAL TERMS AND CONDITIONS**

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006).

**(a) Prohibitions.**

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity, which is treated as an inverted domestic corporation as defined in this clause or with any subsidiary of such an entity.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security.

**(b) Definitions.** As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

**(c) Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purpose of this section.

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (FEB 2007)**

**ADDITIONAL TERMS AND CONDITIONS**

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006).

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments;
- (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

\_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but is plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (JUN 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer must check as appropriate.]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) to 52.219-5.

☐ (iii) Alternate II (June 2003) to 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (SEPT 2005)**

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies ( June 2003) (41 U.S.C. 10a - 10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restriction on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (SEPT 2005)**

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (SEPT 2005)**

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246);
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212);
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793);
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
  - (vii) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64)
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)